

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN**

OPERATING ENGINEERS LOCAL 139
HEALTH BENEFIT FUND CENTRAL PENSION
FUND OF OPERATING ENGINEERS AND
PARTICIPATING EMPLOYERS, WISCONSIN
OPERATING ENGINEERS SKILL IMPROVEMENT
AND APPRENTICESHIP FUND, DALE A. MILLER,
as Trustee of said Funds,

'05 AUG -8 P 2:42

(1) 006/006
CLERK

Plaintiffs,

v.

No. 02 C 924

ALL-WAYS COMPANIES, INC.,
a Wisconsin corporation,

(Magistrate Judge Goodstein)

Defendant,

and

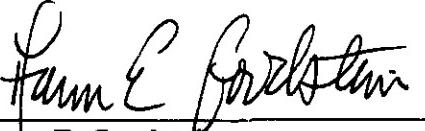
ALL-WAY CONTRACTORS, INC.
a Wisconsin corporation,

Defendant.

ORDER FOR JUDGMENT

Upon the attached Settlement Agreement and Unconditional Release, it is hereby ordered that
Judgment be entered incorporating all of the terms of that Agreement as the Judgment of this Court.

Dated this 8th day of August, 2005.



Aaron E. Goodstein
U.S. Magistrate Judge

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN**

OPERATING ENGINEERS LOCAL 139
HEALTH BENEFIT FUND, CENTRAL
PENSION FUND OF THE INTERNATIONAL
UNION OF OPERATING ENGINEERS AND
PARTICIPATING EMPLOYERS, WISCONSIN
OPERATING ENGINEERS SKILL IMPROVEMENT
AND APPRENTICESHIP FUND, DALE A. MILLER,
as a Trustee of said Funds,

05 AUG -8 P 2:42

Plaintiffs,

CIVIL ACTION

v.

NO. 02 C 924

ALL-WAYS COMPANIES, INC.,
a Wisconsin corporation,

Magistrate Judge Goodstein

Defendant,

and

ALL-WAYS CONTRACTORS, INC.
a Wisconsin corporation,

Defendant.

**SETTLEMENT AGREEMENT AND
UNCONDITIONAL RELEASE AND JUDGMENT**

IT IS MUTUALLY AGREED between Operating Engineers Local 139 Health Benefit Fund, Central Pension Fund of the International Union of Operating Engineers and Participating Employers, Wisconsin Operating Engineers Skill Improvement and Apprenticeship Fund (the "Funds") and Dale Miller, and International Union of Operating Engineers Local 139 (AFL-CIO) (the "Union"), by their attorneys, Laura M. Finnegan and Pasquale A. Fioretto, and All-Ways Companies, Inc. and All-Ways Contractors, Inc., by their attorney, David F. Loeffler, that:

1. The parties to this Settlement Agreement and Unconditional Release mutually agree that the United States District Court for the Eastern District of Wisconsin, the Honorable Aaron E. Goodstein presiding, shall have subject matter jurisdiction to enter Judgment on this agreement in Case No. 02-C-0924.

2. All-Ways Contractors, Inc. ("Contractors") will pay to the Funds an aggregate of \$150,000. Payments of \$5,000 will be made in each month, commencing October 1, 2005. Interest will be paid on the unpaid balance at the rate of 4.29% at the end of the year on December 31, 2005, December 31, 2006, and December 31, 2007.

3. In case of default, Contractors will have ten (10) days in which to cure. Notice will be sent by facsimile to Defendants' counsel, David F. Loeffler. On failure to cure, the Funds may execute on the Judgment entered on this Agreement by the United States District Court for the Eastern District of Wisconsin the action denominated as Case No. 02-C-0924.

4. On August 8, 2002, the Union filed a lawsuit to compel arbitration of several grievances dated June 4, 2002, September 18, 2002, October 9, 2002, and October 22, 2002 (alleging non-bargaining unit members performing bargaining unit work) ("Grievances").

5. On October 24, 2003, the Court in Case No. 02 C 780 entered an order requiring Defendants to arbitrate the grievances and dismiss the case.

6. At the March 23, 2004 arbitration, the parties agreed to hold in abeyance the processing of the underlying grievances pending resolution of Case No. 02 C 924.

7. In order to facilitate the resolution of Case No. 02 C 924, the Union, the Defendants, and Plaintiffs agreed that Defendants will pay the Union \$10,000 to resolve the claims raised by the Union in the underlying grievances in exchange for the Union withdrawing the grievances with

prejudice. Payments shall be made on September 1, 2005 in the amount of \$5,000, and on October 1, 2005 in the amount of \$5,000.

8. Upon payment of the \$10,000 by Contractors to International Union of Operating Engineers Local 139 (AFL-CIO), the Union will withdraw all charges now pending before the Office of the General Counsel of the National Labor Relations Board.

9. In case of default, Contractors will have ten (10) days in which to cure. Notice will be sent by facsimile to Defendants' counsel, David F. Loeffler. On failure to cure, the Union may execute on the Judgment entered on this Agreement by the United States District Court for the Eastern District of Wisconsin in the action denominated as Case No. 02-C-0780.

10. Upon the performance of this Agreement and satisfaction of the Judgment entered on the Agreement, the Funds and the Union will unconditionally waive all claims against Contractors and All-Ways Companies, Inc. ("Companies") arising under the October 21, 1998 collective bargaining agreements between Companies and International Union of Operating Engineers Local 139 (AFL-CIO).

11. Contractors and Companies do not admit that they breached the terms of any valid collective bargaining agreement.

Dated this 8th day of August 2005.

KRUKOWSKI & COSTELLO

David F. Loeffler

David F. Loeffler
7111 W. Edgerton Avenue
Milwaukee, WI 53220
414/423-1330
414/423-8755 (fax)
df@kcllegal.com

ATTORNEYS FOR DEFENDANTS

BAUM SIGMAN AUERBACH
& NEUMAN, LTD.

Laura M. Finnegan

Laura M. Finnegan
200 W. Adams Street, Suite 2200
Chicago, IL 60606
312/236-4316
312/236-0241 (fax)
lmfinnegan@baumsigman.com

ATTORNEYS FOR PLAINTIFFS
OPERATING ENGINEERS, LOCAL 139
HEALTH BENEFIT FUND, CENTRAL
PENSION FUND OF THE INTERNA-
TIONAL UNION OF OPERATING ENGI-
NEERS AND PARTICIPATING EMPLOY-
ERS, WISCONSIN OPERATING ENGI-
NEERS SKILL IMPROVEMENT AND
APPRENTICESHIP FUND, DALE A.
MILLER, as a Trustee of said Funds

BAUM SIGMAN AUERBACH
& NEUMAN, LTD.

Pasquale A. Fioretto

Pasquale A. Fioretto
Laura M. Finnegan
200 W. Adams Street, Suite 2200
Chicago, IL 60606
312/236-4316
312/236-0241 (fax)
pfioretto@baumsigman.com
lmfinnegan@baumsigman.com

ATTORNEYS FOR PLAINTIFF, INTERNA-
TIONAL UNION OF OPERATING
ENGINEERS, LOCAL 139 (AFL-CIO)